



REQUEST FOR PROPOSAL

CABLING UPGRADES – SHOAL CREEK ELEMENTARY

RFP NO. 003-025

NOTICE

The Liberty Public School District #53 (District) will accept proposals for updating cabling as described in the attached request. Qualified organizations (Respondent) are invited to submit One (1) bound copies marked “Copy”, one (1) unbound original marked “Original”, and one (1) flash drive in PDF format enclosed which contain the Respondent’s entire response. Each original and copies must be marked with all appropriate tabs.

PROPOSAL SHALL BE LABELED

“PROPOSAL: CABLING UPGRADES – SHOAL CREEK ELEMENTARY”

AND ADDRESSED TO:

Jason Breit, Director of Purchasing
Liberty Public School District #53
801 Kent St.
Liberty, Mo 64068

PROPOSAL MUST BE RECEIVED BY:

WEDNESDAY, JANUARY 22, 2025 by 2:00 PM CST

Questions may be directed to Trey Katzer

Phone: 816-736-6896

Email: trey.katzer@lps53.org

General District Information

<https://www.lps53.org>

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LIBERTY PUBLIC SCHOOL DISTRICT NO. 53

REQUEST FOR PROPOSAL

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The District reserves the right to accept or reject all or any part of any quote/proposal/bid, to waive technicalities, and to accept the offer that the District considers to be the most advantageous.

All supporting bid documents such as addenda, tabulation sheets, notices of action and/or notices of award will be posted on the website the District’s website at <https://www.lps53.org/purchasing>. It is the responsibility of the bidder to monitor the website for all information regarding this bid or any upcoming bids/proposals.

BIDDER ACKNOWLEDGEMENT

Company Name

Print Name

Street/City/State/Zip

Signature

Telephone #

Date

E-Mail

Entity Type

PART I: INTRODUCTION AND PROCESS

1. PURPOSE

The Liberty Public School District No. 53 requests proposals for cabling upgrades. Service requested will be to remove old cabling as identified below and install new Cat6, Cat6a, fiber, etc. cable where identified. The District will be applying for e-rate funds for this project.

2. GENERAL INFORMATION ABOUT DATA CLOSET/CABLING AT SHOAL CREEK ELEMENTARY.

Most drops will be installed in existing locations utilizing existing cable paths. Existing boxes should be used for new cable terminations but all new faceplates and jacks will be needed. Should an existing box or raceway be damaged the District will provide replacements as needed for the vendor to install.

For new drop locations, vendor will supply termination boxes, faceplates, raceway, etc. if needed as identified in the RFP.

3. SCOPE OF SERVICES - BUILDING SITE

NOTE: Specified materials are currently District standards and are preferred. According to e-rate guidelines equivalent items can be proposed.

- a) Fiberoptic Cabling:
 - i) All fiber to be reinstalled from old racks in new racks using existing enclosures in all four data closets.
- b) Copper Cabling: Cat 6+ Superior Essex Datagain 6+, Plenum rated blue part number: 66-240-2B where noted. Open areas, if noted on prints would be CMP 66-240-4B (white).
- c) Cabling: Cat 6A Superior Essex, Plenum rated blue part number: 6B-246-2B where noted. Open areas, if noted on prints, would be 6B-246-4B (white).
- d) Cable Management
 - i) No electrical tape or zip ties for bundling cables or attaching to j-hooks.
 - ii) Black plenum rated Velcro strips only for bundling cable. Use white Velcro in locations that are noted to need white Ethernet.
 - iii) On the 48-port patch panels, both cable management bars are to be installed and utilized.
 - iv) On all cable terminations, stuffer caps are required at the field and closet locations.
 - v) When dressing cables on the back of the patch panels, half of the cables will run down the left side and the other half down the right side of the rack.
 - vi) New cables that are damaged during installation, such as a sliced or cut, even if they pass testing, must be replaced and tested and the old cabling removed.
 - vii) Damage to other cabling or systems not part of this project must be remedied by the vendor utilizing authorized vendors and/or cabling approved by the District at no cost to the District.
 - viii) During installation of new cabling, ceiling tiles along artery routes are to be left open until inspected by Director of Technology or Network Administrator. Vendors will be responsible for closing all ceiling tiles after District inspections.
 - ix) Old Ethernet, fiber and enclosures, where applicable, not used will need to be removed and discarded by the vendor. This would also include any empty innerducts. Ceiling tiles along artery routes are to be left open until after inspection by District Technology Staff. Damaged tile and/or grid will need to be replaced by the vendor and will need to match existing tile and grid. Vendors will be responsible for closing all ceiling tiles after District inspections.
 - x) The District can provide ceiling tiles for any data closets that would need to be recut by the vendor to accommodate cabling pathways.

- xi) Any penetration that is not drywall material will need a sleeve and pull string (for future runs) installed per applicable codes.
 - xii) Service loops of approximately 10-15' should be installed above the ceiling at each endpoint location as well as at each MDF/IDF rack location.
 - xiii) For any endpoint locations and/or conduit pathways that are vacated, add a pull string from wall location to above ceiling/starting point to ending point and cover with a correctly sized faceplate/metal cover.
 - xiv) All data, voice, access control, etc. cables shall be within raceway, J-hooks or other designated cable delivery system. Successful bidder must provide all hardware to run and secure Ethernet, fiber, etc. as specified by applicable codes and ordinances.
 - xv) Cable trunks should be secured above HVAC duct where applicable unless otherwise approved by the District. All cable should be neatly run within the cable trunk until branching off to an endpoint.
- e) Clarity Rear-Load High Density Jack Panel Kits
- i) 48 Port Panel: 48-port, panel jack panel kit, flat, unloaded, 1 RU, Part: OR-PHDHJU48. All slots must be populated.
 - ii) Rear-load jacks part OR-HDJ6-00 Black (Cat 6) and part OR-HDJ6A-36 (Cat 6a). Blue.
 - iii) All rows in each panel must be filled with the same type of panel jack. No mixing of Cat 6 and 6a jacks in a row. In a 48-port panel there can be a row of 24 Cat 6 and a row of 24 Cat 6a panel jacks. All ports must be terminated from left to right with no skipping of ports on the panel.**
- f) Above ceiling: TracJack Surface Mount Box. Part: OR- 404HDJ2 (Fog White) for locations with two or less cables. For locations with three or four cables, use OR-404HDJ4 (Fog White). TracJacks OR-HDJ6 Fog White (Cat 6) and part OR-HDJ6A-36 Blue (Cat 6a).
- g) Wall installation where applicable:
- i) Wall mount box single: Part: OR-403HDJ16 Fog white
 - ii) Wall mount box dual: Part: OR-403HDJ212 Fog white
 - iii) Extra deep wall mount single: Part: Wiremold NM2044FW (for HDMI locations)
 - iv) Extra deep wall mount double: Part Wiremold NM2044-2FW (for HDMI locations)
 - v) Wall mount box jack: Part: OR-HDJ6 Fog white
 - vi) 6-port Faceplate: 403HDJ16 (Fog White) for single gang boxes. NOTE: All vacant slots must be filled with blanks
 - vii) 4-port Faceplate: 419HDJ4-88 (Fog White) for dual gang boxes with half electrical.
 - viii) 12-port Faceplate: 403HDJ212 (Fog White) for dual-gang boxes. NOTE: All vacant slots must be filled with blanks
 - ix) Blank module, OR-HDJB (Fog White). All vacant slots must be filled with blanks
 - x) Wall/Ceiling mount blanks: Blank module, OR-HDJB20. All unpopulated jacks must have a blank installed.
 - xi) Legrand-Wiremold PN10L10FW (Fog White-8 ft section)
 - xii) Legrand-Wiremold PN10F86FW (Fog White-Ceiling Connector)
 - xiii) NOTE: All field Ethernet installations must be installed in the upper most top left location available and go from left to right and then down to the next available row, etc.
- h) Equipment Racks:
- i) The distribution frame termination equipment and any electronics to be mounted in 7' standard free standing 19" EIA/TIA racks with vertical swivel managers. Hubbell Part number CS1976H. One rack in the Mezzanine closet and one rack each in the Red, Green and Yellow hallways closets. In Red data closet, the older rack will need to be removed but the newer, second rack and its side management will remain. The older racks and management are to be removed by the vendor.
 - ii) Ladder rack to be verified/installed in all existing and/or new racks in all closets. All ladder rack should utilize whatever parts needed for securing to wall and rack. Existing racks that do not meet this specification will need to be updated. Zip ties are not allowed.
 - iii) Straight Sections: 6' part # HLS0612B, 10' part # HLS1012B

- iv) 90° Turns: Inside Radius 12" part # HLI1290B, Outside Radius 12" part # HLO1290B and Flat Turn Radius 12" part # HLF1290B.
- v) Splice Kits: Butt splice part #: HLBSK, Swivel part # HLSSK, T-junction part # HLTK.
- vi) Wall Angle Supports: 6-12" part number HLX0612
- vii) Vertical wall bracket (2 clips) part number HLVWBK
- viii) Protective end caps, 2-pack, black part number HLECPK2
- ix) Wall/Rack mounting kit: Includes (1) HLMPK19, (1) HLX0612,
- x) (1) 40"L x 12"W ladder section, part number HLWRK
- xi) J-Bolt Kit 2-pack, galvanized, part number HLJB
- xii) Foot kit: 2-pack with splices, black, part number HLRF
- i) Grounding: For data racks, provide necessary grounding and bonding within telecommunications room to comply with TIA-607 B standards. A grounding bar also needs to be installed near the floor close to the rack with Hubbell part number HBBB14210A (IDF 2 possibly at cabinet level). The grounding bar will be used at the main distribution point and not as an auxiliary point. Coordinate with the owner for location. Ladder rack, cable trays and free-standing rack(s), etc. must all be grounded as complete pieces. Connections must be clean and contain no spurs or sharp exposed wire. District will provide building ground to bus bar. None of the racks are currently grounded.
- j) All existing Cat5, Cat5e Ethernet, intercom cabling, burglary cabling, coax and access control/security cabling **not used** will need to be removed and discarded by vendor. Coordination will be needed on access control and other identified services to keep services active during wire run, cutover and old wire removal. When removing cables, vendors must start from the head end and work their way to the opposite end. NOTE: HVAC controls and some lighting controls utilize Ethernet cabling and are not to be cut or removed. Vendors are responsible for all repair costs for damaged or cut cables for other systems.
- k) Labeling: All locations (fiber, Ethernet, etc.) are to be labeled in typewritten format or owner approved equivalent. Plastic protective covers that come with cable boxes are required. Hand-written location labels will not be permitted. Verify closet designations with the owner.
 - i) Field Termination: All location labels are to be installed behind the factory transparent plastic protector clearly indicating the closet, panel and port number. For example, in IDF L, jack locations are to be labeled by closet, panel and then port number. For example, L-2-01 would represent Closet L, Panel 2, Port 01. Multiple ports on a field termination endpoint would be labeled as "L-2-01 L-2-02". Label numbers should be above the termination box ports and endpoint terminations should always start at the top of the endpoint termination box. Numbers should be sequential in order where possible. For example, on a two-port box, labels would be at the top. In a three-port example two at the top and one at the bottom. In a four-port box two at the top and two at the bottom and in a six-port box three at the top and three at the bottom. All labeling starts at the top left of the box.
 - ii) Closet Termination: The panels do not require port labels to match the field termination end points. Each panel will only need one identifying label in the upper left-hand corner. Examples include L-1, L-2, etc. Verify with owner for clarification.
- l) Ensure all cabling meets specifications utilizing a contractor provided certified tester following TIA-526-14-B guidelines. Provide OTLS test results for any Fiber Optic cabling installations delivered in written and magnetic media (USB drive or DVD). This includes testing and providing certification results for any cables that need to be pulled again after the initial testing results have been delivered to the District.
- m) Any item of equipment or material not specifically addressed on the drawings or in this document and required to provide a complete and functional installation shall be provided in a level of quality consistent with other specified items at no additional cost to the owner.
- n) Codes: Unless otherwise documented, the successful bidder must provide all hardware to run and secure all cabling and equipment racks as specified by applicable codes and ordinances. References include but are not limited to the following:
 - i) BICSI: Telecommunications Distribution Methods Manual (TDMM), latest edition
 - ii) TIA/EIA-568-C: Commercial Building Telecommunications Wiring Standard
 - iii) EIA/TIA-569B: Commercial Building Standard for Telecommunications Pathways and spaces
 - iv) TIA/EIA-606: Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
 - v) National Electrical Code Article 770 "Optical Fiber Cables" and Article 800 "Communications Circuits"
 - vi) Local Electrical Code
 - vii) National Fire Protection Association (NFPA) 70 National Electrical Code

- viii) OSHA 29 CFR 1926/1910 Safety and Health Standards
 - ix) Underwriters Laboratories, Inc. (UL) Listings and Approvals
 - x) Country, state and local health, safety and building.
- o) Penetrations of walls, floors and ceilings:
- i) The Contractor shall make no penetration of floors, walls or ceiling without the prior consent of the owner.
 - ii) Where penetrations through acoustical walls or other walls for cableways are needed the Contractor will seal such penetrations in compliance with applicable code requirements.
 - iii) Where penetrations through fire-rated walls for cableways are needed the Contractor will seal such penetrations as required by code.
- p) General Installation
- i) The contractor shall furnish all required installation tools to facilitate cable pulling without damage to fiber/Ethernet/copper cabling jackets.
 - ii) All routing shall be kept clear of other trades work and supported using the method(s) mentioned in this section.
 - iii) During pulling operation an adequate number of workers shall be present to allow fiber observation at all points of raceway entry and exit, as well as to feed fiber and operate pulling machinery.
 - iv) Pull cables in accordance with cable manufacturer's recommendations and ANSI/IEEE C2 standards.
 - v) Pull all cabling by hand unless installation conditions require mechanical assistance.
 - vi) Where mechanical assistance is used, ensure that maximum tensile load for fiber is not exceeded. This may be in the form of continuous monitoring of pulling tension, use of "break-away" or other approved method.
 - vii) Any fiber shall be installed splice-free.
 - viii) Avoid abrasion and other damage to cabling during installation.
 - ix) If pulling lubricant is used it shall be non-injurious to cabling jacket and other materials used and not harden or become adhesive with age.
 - x) Minimum bend radii, as specified by the manufacturer, must be adhered to for pulling and final installation.
 - xi) Any cabling bent or kinked to radius less than recommended dimension are not allowed and shall be replaced at no expense to owner.
 - xii) Repair damage to interior spaces caused by installation of cable, raceway or other hardware.
 - xiii) Repairs must match preexisting color and finish of walls, floors and ceilings.
- q) Documentation: An Excel spreadsheet will be prepared by vendor and submitted to the District in electronic format with at least the following information. Obtain official spreadsheet from customer.
- i) Building name
 - ii) Data closet number/identifier
 - iii) Panel number
 - iv) Port number
 - v) Terminated in wall, floor or ceiling
 - vi) Room/Location Description
- r) Door Controls Red Icon: Door control element wire, Windy City Wire part number 4461030 (or equivalent but must have a yellow jacket), to be ran from designated doors to the designated MDF/IDF. At each door location, there will be a 10-foot service loop starting at the top of the door frame. At the designated MDF/IDF, cable must be able to touch the ground plus four feet. All terminations will be completed by District staff or contractor.
- s) Specialized Drops: If the map indicates something like HVAC, Door Controls, etc. next to the data drop symbol, the cable must be terminated inside of the enclosure. Note that the enclosure might not be installed at the time the cable is run. The cables will still be terminated in a biscuit and labeled accordingly. Coordinate with Network Administrator or Technology Director.
- t) Specialized Systems: Additional cable will need to be pulled for intercom and intrusion detection systems. Cabling for intercom locations will be 2-conductor 18-gauge unshielded plenum rated cable (yellow in color). Intrusion detection will be 18 gauge 4-conductor unshielded plenum rated cable (gray in color). All locations and routes will be identified on the maps and handed out at the walk through. Verify where cable needs to be

landed and labeled for each specialized system. For example, intercom cabling is usually routed to the bottom of the equipment rack and labeled in the data closets.

- u) AV Requirements: In classrooms, the LMC and a few meeting rooms with projectors, current AV cabling is to be removed and discarded by the vendor and some new cabling ran.
 - i) Cables to be removed and discarded from AV box to endpoint.
 - (1) VGA to projector
 - (2) Coax (already mentioned)
 - (3) Speaker wire (leave 2ft of wire connected to the speaker(s) in the room)
 - ii) Cabling to be installed
 - (1) 48 vendor provided HDMI cable part number Kramer CP-AOCH/60-50 and 48 vendor provided Ortronics HDJHDMI high density wall plate connectors from wall plate to the projector and connected to the projector. Cable is to be routed through the mounting pole/conduit and connected to the projector. Some locations may require an adapter to fit into the box. If needed, the adapters will be supplied by the District.

VENDOR QUALIFICATIONS

- a) The contractor must employ and utilize a BICSI RCDD in good standing at all times during the entire installation of this system.
- b) The contractor must have a minimum of five (5) years' experience on similar cabling systems.
- c) Vendor must agree to e-rate guidelines, have a valid SPIN number AND have a SPAC form on file that is not outdated.
- d) The Vendor must also have the necessary certifications to provide the nCompass Warranty offered between Legrand Ortronics and Superior Essex. The network cabling infrastructure must be installed by Supplier approved designers and Certified Contractors at the Certified Installer Plus-Enterprise Solutions Partner (CIP-ESP) tier or Certified Installer Plus (CIP) tier in accordance with manufacturer's installation instructions and specifications. Copies of certifications must be attached to the Vendor's response for evaluation by The Customer.

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4. TIMELINE FOR PROCESS

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by this schedule; however, it is subject to change if necessary.

| | |
|----------------------------------|--|
| Request for Proposals Issued | Wednesday, December 18, 2024 |
| Site Survey | Tuesday, January 3, 2025 at 9:30 AM CST. Address: Shoal Creek Elementary, 1900 Clay Drive, Liberty, MO 64068 Detailed drawings will be provided. |
| Bidder Questions due to District | Friday, January 17, 2025 by 3:00 PM CST |
| Response to Questions | Monday, January 20, 2025 |
| Proposals Due | Wednesday, January 22, by 2:00 PM CST |
| Interviews | Scheduled if needed |
| Recommendation to Board | Tuesday, February 18, 2025 |
| Notice to Proceed | By Friday, February 28, 2025 |
| Target Effective Date | Payment available mid to late July 2025. If approved by e-rate and the District Financial Officer, there are specified time frames when work can begin before July 1. The project can be started the day after the last day of school with substantial completion by the date listed in the work requirements section. |

5. PRE-BID MEETING

A pre-bid meeting will be held at Shoal Creek Elementary, 9000 North Flintlock Road, Kansas City, MO 64157 on January 3, 2023 at 9:30 AM CST. The point of contact for the meeting is Trey Katzer, Director of Technology, who can be reached at 816-736-6896. It is highly recommended that all perspective vendors attend the pre-bid meeting in order to fully understand the scope of service being requested.

6. CLARIFICATION DEADLINE

The Vendor is presumed to completely accept the Bid requirements as stated herein. Bidders having questions concerning ITB terminology, general or specific conditions should submit them in writing to the Director of Purchasing at jason.breit@lps53.org.

The Vendor must raise any questions regarding the Bid requirements no later than January 17, 2025, 3:00 PM CST so that appropriate information may be researched and made available prior to the bid opening.

By submitting a bid, the bidder warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been considered in determining the bid price(s). There will be no increase in the contract price based upon a bidder's misunderstanding or lack of knowledge about the intent of the solicitation. In addition, the vendor must list and outline, in their bid response, any exceptions to the Bid requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the District will consider in selecting the successful Vendor.

7. BONDING

A **Payment Bond** will be required from any vendor that submits a total bid proposal in excess of \$50,000. The undersigned Bidder agrees to furnish a Payment Bond in the amount of 100% of the total contract value prior to execution of the formal service contract, agreement or issuance of an official district purchase order.

8. **SELECTION CRITERIA**

Proposals will be evaluated to determine which firm best meets the needs of the District. Cost will be the most heavily weighted item in the selection criteria. However, such things as proposed materials, prior experience with the District and/or reference checks and completeness of the proposal will also be considered in the selection process

9. **REVIEW PROCESS**

Following the submittal deadline, the selection committee shall evaluate the proposals. The period of evaluation of the proposals may be extended. Vendors will be evaluated according to their response to the Request for Proposal.

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10. PREVAILING WAGE

PREVAILING WAGE PROJECT

This is a prevailing wage solicitation. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing under this contract. (Section 290.250, RSMo).

The contractor will be held responsible for paying the prevailing wages and it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications herein. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or a portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or any subcontractors (Section 290.250, RSMo). The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.

The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training (Section 292.675, RSMo).

A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265, RSMo).

During periods of excessive employment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, (as determined by the Labor and Industrial Relations Commission) may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

Every transient employer, as defined in section 285.230 RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234 RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

The awarded contractor must provide certified payroll for themselves and any sub-contractors throughout the duration of work and prior to final payment being made (290.290, RSMo).

At the completion of this project and prior to a final payment being made, the contractor must submit an "Affidavit of Compliance" for PW-4 with the Liberty Public School District. The affidavit must state the party has fully complied with Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (Section 290.290 and 290.325, RSMo).

All contractors must report to the Liberty Public School District if a wage subsidy, bid supplement, or rebate was provided, and if so, if it was provided lawfully. The amount and date of each subsidy, supplement or rebate must be reported to the Liberty Public School District within 30 days of receipt of payment (Section 290.095, RSMo).

Missouri Prevailing Wage Order for this Project – Wage Order No. 31

11. **WORK REQUIREMENTS**

A) Substantial Completion:

The Contractor shall achieve substantial completion of the work noted in the RFP not later than:

| <u>Portion of Work</u> | <u>Completion Date</u> |
|------------------------|------------------------|
| Shoal Creek Elementary | July 18, 2025 |

Substantial completion is defined as all copper and fiber connections installed, tested, labeled and operational with the owner having a copy of the test results/requirements as identified in the RFP.

The Contractor agrees to a payment of One Thousand Dollars (\$1000.00) per day by the Contractor to the Owner (Liberty Public School District) for every calendar day that the Project is not completed beyond the contract time until work is completed. Any penalized amounts will be deducted from invoices.

B) Onsite Work Requirements:

Vendors will have at least four employees on the job site Monday through Friday, except for major holidays, sickness, family emergency or prior customer approval, for at least eight hours a day until substantial completion is approved by owner. The contractor agrees to a payment of Five Hundred Dollars (\$500) per day per employee for not being onsite with a maximum daily penalty of Two Thousand Dollars (\$2000). Any penalized amounts will be deducted from invoices. In addition to the prevailing wage paperwork requirements, weekly timesheets must be submitted to the owner for work verification.

PART II: INSTRUCTIONS TO RESPONDENTS

1. PROPOSAL FORMAT

In addition to the signed Bidder Acknowledgement (see page 1), the following information shall be included in the proposal. It is requested that the proposal follow the below outline.

- A. Basic Information:
 - a. Name of company
 - b. The history, size and organization of the company
 - c. Direct mailing address
 - d. RCDD certification
 - e. E-rate SPIN number
- B. Name and title of a single point of contact for invoicing questions.
- C. Name and title of single point of contact for service questions.
- D. Summary of proposer's qualifications and other information vendor feels is pertinent to consideration of the proposal
- E. Official pricing response for requested services broken out with an overall total. Include pricing for 1", 2" and 3" cores/sleeves as needed. Each core will need to be approved before drilling.
- F. Proposed parts list broken out.
- G. References:
 - a. Include contact name and email address or telephone number
 - b. List of 4 districts within the last five years for which the company has provided the same or similar type of product.
- H. Felony Conviction Notification Form
- I. Federal Work Authorization Program (E-Verify) Addendum
- J. Federal Work Authorization Program Affidavit
- K. Clarifications and/or objections to scope of services

2. SUBMITTING A RESPONSE

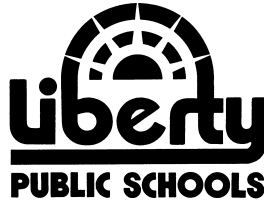
In submitting a proposal, the Respondent agrees to provide the product outlined in the proposal and agree to e-rate rules and regulations.

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, respondents should clearly limit responses to the specific criteria in the order listed. No joint responses (proposals) will be accepted by the District.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic modification of proposals will not be considered. The District is not responsible for lateness or non-delivery by the United States Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.

PART III: SERVICE CONTRACT

Below is the formal service contract, which includes all governing terms and conditions, that shall be dually executed between the District and awarded Vendor upon formal award of service by the District Board of Education. All materials such as legal documents and contractual agreements, which the vendor wishes to include as a condition of the proposal, must also be included within the returned proposal package for review by District.



SERVICES CONTRACT

Between

LIBERTY PUBLIC SCHOOL DISTRICT #53

and

CONTRACTOR

Contract No. _____

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS APPROVED BY THE BOARD OF EDUCATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT

This Services Contract ("Contract") is made by and between the Liberty Public School District #53, Liberty, MO 64068 ("LPS" or "Liberty Schools") and CONTRACTOR ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: _____

Contact Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____ Email: _____

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Services under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

___ Sole Proprietor ___ Corporation ___ Limited Liability Company

___ Partnership ___ Nonprofit Corporation ___ Other (describe : _____)

District Point of Contact: _____

Name of Building or Department: _____

Address: _____

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have any questions.**

TERMS AND CONDITIONS

1. **Purpose.** This contract is for services other than (a) personal services or (b) architecture, engineering, or related services.
2. **Term and Termination.** This contract becomes effective on _____ or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through

Check if applicable:

___ As provided for in _____ (enter RFP/ITB/QUOTES solicitation number, e.g. RFP 010-018), this Contract may be renewed for up to _____ (e.g. four additional one-year terms) by amendment signed by both parties.

3. **Cooperative Purchasing Option.** At the discretion of the Contractor and pursuant to District policy, purchasing procedures, other public agencies may purchase the awarded goods and services from the awarded Contractor(s), under terms and conditions of this contract.

Any such purchases will be between the Contractor and the participating public agency under separate contract and will not impact the Contractor's obligations to the District. Any estimated purchase volumes listed in this Contract do not include other public agencies and the District makes no guarantee as to their participation.

4. **Detailed Description of Services/Statement of Work.** Contractor shall provide the services described in Exhibit A (Statement of Work).

5. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents.

- Exhibit A (Statement of Work)
- Exhibit B (Felony Conviction Notification Form)
- Exhibit C (Federal Work Authorization Program Affidavit Form)
- Exhibit D (Federal Work Authorization Program ("E-Verify) Addendum Form)

6. **Maximum Total Payment; Invoicing.** The maximum total payment under this Contract is \$_____; This is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties. Contractor shall invoice District, and District shall pay Contractor as described in Exhibit A. In all cases, District reserves the right to withhold payments to Contractor for amounts

reasonable and sufficient to (a) cover District's costs in processing invoices more than 60 days late and (b) protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

7. Other Payment Issues.

- a. Method of Payment: Unless otherwise specified in Exhibit A, District shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination pursuant to Section 15 (Early Termination), District shall pay Contractor as follows:
 - i. If District terminates this Contract for its convenience under Section 15 (a) or 15 (b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.
 - ii. If Contractor terminates this Contract under Section 15 (c) or 15 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 - iii. If District terminates this Contract under Sections 15 (c) or 15 (d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.
- c. Non-Appropriation; Adequate Funding: District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval for future School Board appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with the funding levels adopted by its Board of Education.

8. Cost Adjustments. Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District reserves the right to reject any changes to this Contract it deems unacceptable.

9. Independent Contractor Status: By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor. And that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District.

10. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and

conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between Contractor and its subcontractor and shall not have any binding effect on District.

11. **Successors in Interest.** This Contract shall bind and insure to the benefit of the parties, their successors, and approved assigns, if any.
12. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
13. **Other Contractors.** If this Contract is for “services” and not “services requirements” (see Section 1 (Purpose)) District may enter into other contracts for additional or related work, and Contractor shall fully cooperate and coordinate its performance under the Contract with those other contractors and with relevant District employees. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
14. **Nonperformance; Substituted Services.** As used in this Contract, “failure to perform” means failure (for whatever reason) to deliver the services as specified and/or scheduled in this Contract. If Contractor fails to perform under this Contract and does not cure that failure within seven days’ written notice from District, then District has the right to complete the services itself, to obtain the services from other sources, or to a combination thereof as necessary to accomplish the purpose of this Contract. Both parties agree that Contractor shall bear any reasonable cost difference for these substituted services.
15. **Early Termination.** This Contract may be terminated as follows unless specified herein:
 - a. Mutual: District and Contractor may terminate this Contract at any time by their written agreement.
 - b. District’s Sole Discretion: District in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
 - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. Contractor Licensing, etc.: Notwithstanding Section 15 (c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. Furlough: District reserves the right to terminate or otherwise suspend this Contract if District’s Board of Education determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractors under the Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

- 16. Remedies.** In case of Contractor breach and in addition to the provisions of Section 13 and 14 of this Contract, the parties agree that District is entitled to any other available legal and equitable remedies. In case of District breach, the parties agree that Contractor's remedy is limited to Contract termination and receipt of Contract payments to which Contractor is entitled.
- 17. Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all Materials subject to this provision.
- 18. Errors.** Contractor shall perform any additional work necessary to correct Contractor errors in the services it performs. Under this Contract and shall do so without undue delays or additional cost to District.
- 19. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 20. Ownership of Work Products.** Contractor agrees that all work product created or developed for District by Contractor pursuant to this Contract are intended as "work made for hire" and shall be the exclusive property of the District. If any such work product contains Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work product. District claims no right to any pre-existing work product of Contractor provided to District by the Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.
- 21. Work performed on District Property.** Contractor shall comply with the following:
- a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor.
 - b. Sign-In Required: As required by schools and other District locations, each day Contractor's employee are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
 - c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.

- d. No Drugs: All District properties are drug-free zones as enforced by law enforcement.
- e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

22. Security. Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property.

23. Employee Removal. At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.

24. Media Contacts. Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Contract or the Services provided hereunder within one (1) year of Services completion without District's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Services without approval of District.

30. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

31. Indemnification. Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgements (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

32. Insurance. At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense the following insurance coverage(s), as applicable:

- a. Workers' Compensation. As required by Chapter 287 of the Revised Statutes of Missouri, subject employers shall provide workers' compensation coverage in accordance with this law. Contractors shall submit a certificate of insurance to District showing proof of coverage.
- b. Professional Liability/Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to , accounting, architectural, auditing, legal, and medical), then Contractor shall maintain professional liability/E&O insurance coverage of at least 3,000,000 for each claimant, and at least \$3,000,000 coverage for each incident or occurrence.

- c. General Liability. Contractor shall provide general liability insurance coverage to sufficiently cover events adverse to the objectives of this Contract. Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claimant and \$3,000,000 for each incident, or occurrence.
- d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claimant, and \$3,000,000 for each incident, or occurrence.
- e. Other Insurance. District reserves the right to require other insurance (e.g. Builder's All –Risk Insurance for construction services) as may be reasonably prudent under this Contract.
- f. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and licensed to do business in Missouri. Contractor alone is responsible for paying all deductibles and retentions. Contractor's coverage shall be primary in the event of loss.
- g. Certificate of Insurance. Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attached a copy of the endorsement to the certificate. If requested by District, Contractor shall also provide complete copies of insurance policies to District.

33. Waiver; Severability. Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

34. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identify; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.

35. Confidentiality. Contractor agrees that all knowledge and information that it may receive from the Liberty Public School District or its employees, agents or consultants or by virtue of the performance of services under and pursuant to this agreement including but not limited to information concerning the students and employees of LPS shall for all time and for all purposes be regarded by Contractor as confidential and held by Contractor in confidence and shall be solely for the benefit and use of LPS and shall not be used by Contractor or directly or indirectly disclosed by Contractor to any person or entity whatsoever excepting LPS or with the written permission of LPS or when required by law.

36. Controlling Law; Venue. The parties agree that Missouri law will govern any dispute related to this Contract and to conduct any litigation arising out of this Contract in courts located in Clay County, Missouri.

37. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
38. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
39. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
40. **Notices.** All notices or demands delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

PAYMENT METHOD: The District preferred method of payment is by check. Electronic payment is not available at this time. The district will issue an official purchase order once the Contract has been executed. All invoices should state the applicable purchase order number in order to expedite payment.

I have read this contract and its attached exhibits, if any. I certify that I have the authority to sign and enter into this contract on behalf of the party I represent and agree to be bound by its terms.

CONTRACTOR

DISTRICT

CONTRACTOR

LIBERTY PUBLIC SCHOOL DISTRICT
8 VICTORY LANE
LIBERTY, MO 64068

Signature

Steve Anderson
Chief Operations Officer

Contractor Printed Name and Title

Date

Date

ATTACHMENT (A) – STATEMENT OF WORK

This attachment will be provided by the awarded vendor once the bid award recommendation has been approved.

Either a Statement of Work by Vendor, the Bid Response Form, or a copy of the entire bid proposal submitted by the awarded vendor will be included in the Service Contract as Attachment A.

ATTACHMENT (B) - FELONY CONVICTION NOTIFICATION FORM

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: Fax Number: _____

Authorized Company Official's Name: _____ (Printed)

Signature of Company Official: _____

Date: _____

ATTACHMENT (C) - FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 200____.

NOTARY PUBLIC

My commission expires:

ATTACHMENT (D) – FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)